



## PARTICIPANT AGREEMENT – TERMS AND CONDITIONS

This Agreement sets forth the rights and responsibilities of participants in the Vanpool Program as established by Pierce Transit, hereinafter referred to as the "Agency". "Vanpool Program", as referred to below, means the Vanpool Program administered by the Agency. "Driver" means all persons who are approved by the Agency to operate an Agency vanpool vehicle. "Bookkeeper" means all persons who are approved by the Agency to collect and submit monies and reports pertinent to the operation of an Agency vanpool. "Rider" means all persons who ride in an Agency vanpool vehicle, including the Drivers and Bookkeeper. Each vanpool group must have one primary Driver, at least one backup Driver, and a Bookkeeper. The same person may fulfill more than one role (e.g., a Driver may also be a Bookkeeper). Each vanpool group must have a minimum of five active participants to start and maintain a vanpool.

### ALL VANPOOL GROUP PARTICIPANTS (DRIVERS, BOOKKEEPERS, AND RIDERS) AGREE DURING THE TERM OF THIS AGREEMENT TO:

1. Be considered as volunteers under the law and not hold themselves out to be nor act as employees or agents of the Agency.
2. Pay correct fare and other fees before the 1<sup>st</sup> of the month. Failure to do so may result in immediate revocation of riding privileges. Any returned or dishonored checks will result in revocation of the participant's riding privileges unless full payment including bank fees is made within 15 calendar days' notice to the participant.
3. **Always properly wear seatbelts. Failure to do so may result in immediate revocation of riding privileges by Pierce Transit. All vanpool participants, including the driver, should encourage other riders to always wear their seatbelt.**
4. Abide by all day-to-day operational rules as established by the Agency and/or by a majority of the vanpool members. Abide by the Agency's decision in disputes arising out of the day-to-day operational vanpool rules.
5. Notify the driver(s) in advance of all anticipated non-use of the van. Find his/her own alternate transportation when schedule does not allow for riding in the van. No monthly fare deduction is permitted for non-use.
6. Submit a withdrawal form and provide the vanpool bookkeeper with a copy the withdrawal confirmation by the 25<sup>th</sup> of the month. Until both steps are completed, the vanpool agreement will remain in effect and the rider will be responsible for the upcoming month's fare.
7. Indemnify and hold harmless the Agency, its authorized agents and employees, the drivers, and the bookkeeper from liability claims and demands for injury, loss, theft, or damage to personal property; for claims, actions, damages, or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, or absence of the van on particular days; and for termination of the program.
8. Not use tobacco, marijuana, and vaporizer products while on the van, and while in or within 25 feet of any Agency vehicle or structure. Not possess alcohol or prohibited substances, including marijuana, while on the van. Not be under the influence of marijuana or alcohol while on the van.
9. Respect fellow riders and the public. This means avoiding behavior or communications toward fellow riders, employees, or the public that threaten the cohesiveness of the vanpool or damage the reputation of the Agency. Also, comply with RCW 9.91.025 and TMC 8.52.020.
10. Acknowledge that Pierce Transit may revise these Terms and Conditions and that participants, upon notice, shall comply with such revisions in order to continue participation in the Pierce Transit Vanpool Program.

### THE BOOKKEEPER, IN ADDITION TO TERMS OUTLINED ABOVE, AGREES DURING THE TERM OF THIS AGREEMENT TO:

1. Assume bookkeeper duties once approved and trained to do so by Pierce Transit.
2. Collect full fares according to Agency-established fare chart: for monthly riders prior to the first of the month, and for daily riders prior to the day's ride. Be responsible for monies due and collected. Ensure delivery of fares to Agency by established due date.
3. Collect full payment for incidental use miles from drivers who used the van for this purpose.
4. Collect and submit any other vanpool-related monies due to Pierce Transit.
5. Track credits and shortages for your group, including credits and shortages for individual riders.
6. Submit receipts for qualified out-of-pocket expenses if unable to purchase using Agency-issued fleet card. Obtain advance Agency approval for any expenditures relating to the safe operation of the van, other than fuel, in excess of \$50.
7. Keep and submit records on time as required by the Agency. Keep accurate records as determined, and instructed, by the Agency. Ensure delivery of all monthly reports by established due date.

8. Pay late fee for any late report or payment(s). Second late report or payment is subject to Voyager Fuel Card PIN deactivation for all drivers, with no reimbursement for any cash expenses. A third late occurrence will result in a late fee and removal of bookkeeping responsibilities.

THE DRIVERS, IN ADDITION TO TERMS OUTLINED ABOVE, AGREE DURING THE TERM OF THIS AGREEMENT TO:

1. Comply with all terms, requirements, essential functions, guidelines, and do's and don'ts found in the Pierce Transit Vanpool Driver Approval Requirements.
2. Maintain a valid driver license.
3. Only allow the van to be operated by Agency-approved drivers.
4. Observe safe and defensive driving habits and comply with all traffic regulations and laws.
5. Never use a cell phone or other telecommunication device while driving an Agency vehicle.
6. Notify the agency within 24 hours of any accident or traffic citation, whether it occurs while driving the van or any other vehicle. Any citation resulting from the operation of the vanpool vehicle is the responsibility of the person driving.
7. Conduct a daily pre-trip inspection to identify any body damage or fluid leaks. Immediately report any issues to Pierce Transit.
8. Always wear a seatbelt while operating the vanpool vehicle.
9. Swap vans within two business days of notification from Pierce Transit. Any approved vanpool driver may perform van exchanges.
10. Store the gate pass and Voyager fleet card in their assigned van. Keep the van locked when not in operation.
11. Be responsible for the van and its equipment (e.g., keys, chains, reflector kit, spare tire, etc.).
12. Pay for costs incurred due to driver's own negligence (e.g., vandalism, parking tickets, or towing due to parking in an unapproved location).
13. Not transport any child under the age of 18 in an Agency vehicle.
14. Not use the van for business use (e.g. driving to work-related meetings).
15. Report any vanpool vehicle accident or incident involving bodily injury, property damage, or a third party within 24 hours to the Agency. Such reporting is to include any injury to a passenger of the van even though no third party was involved (e.g., passenger falls and injures self while entering the van). The driver is responsible for taking pictures and submitting a completed Pierce Transit Vanpool Traffic Collision Report to the Agency for all accidents or incidents, regardless of severity. The driver is also responsible for completing and submitting, within 4 days, a State of Washington Vehicle Collision Report for any accident estimated to be \$700 or more in damage.
16. Establish, in cooperation with the Agency, the vanpool route and schedule. Coordinate with other Agency-approved drivers for the daily operation of the van, picking up and discharging riders in accordance with the established route and schedule.
17. Not allow accessories, including window or bumper stickers, appearance items or additional equipment to be added to or removed from the van without prior Agency approval.
18. Keep appropriate records as required by the Agency; and arrange expenditures with the bookkeeper.
19. Allow all Agency-approved drivers reasonable access to the van for incidental use. Such use shall not interfere with the availability of the van for regularly established commuting. The Agency reserves the sole right to decide if the use is proper and not excessive.
20. Pay a monthly fare if the group's total number of monthly riders falls below six.

THE AGENCY AGREES DURING THE TERM OF THIS AGREEMENT TO:

1. Provide a passenger van for use by the vanpool group.
2. Execute agreements with all vanpool participants.
3. Provide liability coverage at or above statutory limits for all authorized users of the van; for and including bodily injury, property damage, and uninsured motorist protection. The driver at the time of the accident, if deemed at fault, is responsible for his/her own personal injury protection (PIP) coverage and medical expenses.
4. Assist in maintaining or growing the vanpool's ridership.
5. Assist with establishing the vanpool's daily route and schedule and approve all routes and schedules.
6. Provide Voyager personal identification numbers to all Agency-approved drivers for vanpool-related purchases.
7. Provide a Participant Manual detailing policy and operational aspects of the Vanpool Program.

8. Provide all necessary report forms, including instructions and submission schedule.
9. Establish a vanpool fare schedule.
10. Maintain the van and establish a schedule for its maintenance.
11. Provide a spare vanpool vehicle, as available, for occasions when the vanpool group's primary vehicle is out of service.
12. Allow Agency-approved drivers to use the van for incidental use during non-commute times for a per-mile rate and in accordance with the limitations set by the Agency.
13. Conduct investigations of safety-related complaints or reports and take appropriate action as deemed necessary by the Agency.

This Agreement shall be effective upon initial use of the vanpool and shall continue in force until replaced by a new Agreement or a vanpool participant leaves the vanpool. **Full signing and execution of the Vanpool Participant Agreement must be completed prior to initial use of the vanpool.** Some parts of this agreement may remain in force even after a participant leaves the vanpool (e.g., responsibility for fares, damages, etc.). This Agreement may be modified only by the Agency, and only in writing.

A vanpool participant may terminate the Agreement with five days' prior notice, or as otherwise approved by Pierce Transit. The Agency may terminate this Agreement at any time for any reason, at its sole discretion. The Agency retains the right and sole responsibility to modify participant status at any time, at its discretion. Termination shall be confirmed in writing to the last provided mailing or email address. Termination by either party will not result in any fare refunds. Participants shall cooperate fully in the return of all vanpool records, materials, the van itself, monies, other items, and all keys within 24 hours of termination.

Upon termination, the participant agrees to cease using or riding said vehicle and to pay all expenses incurred by the Agency in returning the vehicle to the Agency's main facility. Continued operation after termination is acting without the knowledge, consent or permission of the Agency and the Agency may notify police that said vehicle has been stolen. Upon notice of termination, said individual releases and discharges the Agency from any liability and all claims of any nature arising therefrom. The Agency has the right to seize, without legal process or notice, said Agency vehicle at any time or place, and said individual or group waives all claims for damages connected with such seizure. Said individual or group agrees to pay to the Agency, on demand, all expenses incurred by the Agency in the collection of monies due the Agency or in regaining possession of the vehicle while enforcing any term or condition of the Agreement, including attorney fees and costs.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21-Nondiscrimination in Federally Assisted Programs of the Department of Transportation; Chapter 49.60 Revised Code of Washington Law Against Discrimination; and the Americans with Disabilities Act of 1990.